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December 1, 1999

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EXECUTIVE

**RECEIVED
ADMINISTRATIVE**

DEC 02 1999

VIA OVERNIGHT DELIVERY

K. David Waddell, Executive Director
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37219

TN REGULATORY AUTHORITY

99-00924

**Re: Application for Certificate to Provide Facilities-Based Local Exchange and
Interexchange Telecommunications Services**

Dear Mr. Waddell:

CLEC

Enclosed for filing on behalf of WorkNet Communications Inc. ("WorkNet") are the thirteen (13) copies of WorkNet's Application for a Certificate to Provide Facilities-Based Local Exchange and Interexchange Telecommunications Services that was filed yesterday.

We hope that our inadvertent failure to include enough copies with the original filing did not cause any inconvenience.

Should any questions arise concerning this filing, please do not hesitate to contact us.

Respectfully submitted,

Elizabeth N Dickerson

Douglas D. Orvis II
Elizabeth Dickerson

Counsel to WorkNet Communications Inc.

Enclosure

CL# 302
Paul Sore
FILE

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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RECEIVED
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1999 DEC 8 PM 4
NEW YORK OFFICE
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CK# 302
\$50.00

November 30, 1999

RECEIVED
ADMINISTRATIVE

VIA OVERNIGHT DELIVERY

NOV 30 1999

K. David Waddell, Executive Director
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37219

TN REGULATORY AUTHORITY

JR

Re: Applications for Certificates to Provide Facilities-Based and Resold Local Exchange and Interexchange Telecommunications Services

Dear Mr. Waddell:

Enclosed for filing on behalf of WorkNet Communications Inc. ("WorkNet") are the originals and an extra copy of WorkNet's Application for a Certificate to Provide Facilities-Based Local Exchange and Interexchange Telecommunications Services and its Application for a Certificate to Resell Telecommunications Services. Also enclosed is a check in the amount \$50.00 in payment of the requisite filing fee.

Please date stamp the enclosed extra copy of this filing and return it in the self-addressed, postage prepaid envelope provided. Should any questions arise concerning this filing, please do not hesitate to contact us.

Waiting for
caps. es.

Respectfully submitted,

Elizabeth Dickerson

Douglas D. Orvis II
Elizabeth Dickerson

Counsel to WorkNet Communications Inc.

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

RECEIVED
JUN 27 2 11 4 12
EXECUTIVE SECRETARY

In the Matter of the Application of)
)
WorkNet Communications Inc.)
)
For a Certificate of Public Convenience and)
Necessity to Provide Facilities-Based)
Local Exchange and Interexchange)
Telecommunications Services)
Throughout the State of Tennessee)

Docket No.

99-00924

APPLICATION

I. INTRODUCTION

Pursuant to the provisions of T.C.A. §§ 65-4-201, Administrative Rules Chapter 1220-4-8, and the Federal Telecommunications Act of 1996 ("Federal Act" or "Act"), 47 U.S.C. § 251 *et seq.*, WorkNet Communications Inc. ("WorkNet" or "Applicant") hereby files this Application for a Certificate of Convenience and Necessity to provide facilities-based local exchange and interexchange telecommunications services throughout the State of Tennessee.¹

Consistent with the objectives of the Federal Act, the Tennessee Regulatory Authority ("Authority") has adopted a policy favoring competition in all telecommunications markets. The Authority has recognized that it is in the public interest to develop effective competition to ensure that all consumers, residential and business, have access to high quality, low-cost, and innovative telecommunications services, regardless of the chosen service provider. In support of its application, WorkNet provides the following information:

¹ WorkNet is concurrently filing an Application for a certificate to provide resold services in Tennessee, pursuant to Administrative Rules Chapter 1220-4-2-57.

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II. DESCRIPTION OF THE APPLICANT

1. Adherence to Applicable Rules (§ 1220- 4-8-.04(1)(a))

Applicant is familiar with and will adhere to all applicable Authority rules, policies and orders governing the provisions of local exchange and interexchange telecommunications services. To the extent required by Tennessee law and the Authority's regulations, WorkNet will provide: (1) consumer access to and support for the Tennessee Relay Center in the same manner as the incumbent local exchange carriers ("ILECs"); (2) free blocking for 900 and 976 type services; (3) Lifeline and Link-Up services to qualifying customers; (4) educational discounts; and (5) support for universal service. Applicant has attached hereto a copy of its Small and Minority Owned Telecommunications Business Participation Plan as Exhibit A.

2. Managerial, Financial, and Technical Ability (§ 1220-4-8-.04(1)(c))

WorkNet is financially qualified to provide the facilities-based services for which it currently seeks authorization. In particular, WorkNet has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. Accordingly, Applicant has attached hereto under seal, as Exhibit B, copies of the financial statements for the quarter ending October 31, 1999. These exhibits are being offered to demonstrate WorkNet's financial ability to provide the proposed services. WorkNet possesses the sound financial resources necessary to effectively procure, install, and operate the facilities and services requested in this Application. As a new entrant, WorkNet does not have a lengthy financial history so it provides current financials.

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Applicant is a new entrant, but its key personnel have significant experience in the telecommunications industry. As evidenced by their biographies, many of WorkNet's key employees have extensive experience in developing and operating state-of-the-art telecommunications infrastructures. Thus, WorkNet possesses the managerial qualifications to provide its proposed telecommunications services and to operate and maintain WorkNet's facilities over which services will be deployed. A summary of the management and technical qualifications of Applicant's management team is attached as Exhibit C.

3. Corporate Name, Address, and Officers (§ 1220-4-8.04 (1)(a))

The name and address of the Applicant are:

WorkNet Communications Inc.
7777 Bonhomme Avenue
Suite 2000
St. Louis, Missouri 63105
Tel.: (314) 727-7950
Fax: (314) 212-5401

4. Corporate Organization (§1220-4-8-.04(1)(e))

WorkNet Communications Inc. is a corporation organized under the laws of Delaware. A copy of its Articles of Incorporation and its Certificate of Authority to Transact Business in Tennessee are attached hereto as Exhibits D and E, respectively.

5. Customer Service (§ 1220-4-8-.04(1)(f))

WorkNet's overall goal is to achieve a mean average time for response to customer repair calls of one hour. It will deploy local service personnel (subcontractors or direct employees) as required to achieve this goal. WorkNet will monitor its network from its headquarters in St. Louis, Missouri, allowing it to remotely and proactively detect and correct the majority of a

customer's maintenance problems. Until WorkNet establishes a Tennessee service facility, its customers can contact emergency repair service twenty four (24) hours a day, seven (7) days a week toll-free at 877-BIT-BEAM (877-248-2326).

6. Other Jurisdictions (§ 1220-4-8-.04(1)(g))

WorkNet is authorized to provide facilities-based and resold local exchange and interexchange telecommunications services in Illinois, Indiana, Kansas and Missouri. In Ohio, it is authorized to provide facilities-based interexchange telecommunications services. In Texas, WorkNet has registered to provide resold interexchange services, and it has filed for authority to provide facilities-based local exchange service and facilities-based and resold local exchange service. WorkNet also is in the process of seeking certification in Minnesota and Kentucky, and it will file for such authority in other states as market conditions warrant.

7. Description of Services and Service Area (§ 1220-4-8-.04(1)(i))

Applicant will offer small and medium-sized businesses a low-cost, high-speed data communications alternative to conventional telephone company copper and fiber-optic local loop facilities. To provide cost-effective, high bandwidth connectivity that supports an integrated package of Internet access, local and long distance telephony, and data communications, WorkNet will use its proprietary "BitBeam" fixed wireless point-to-multipoint broadband data communications network, as well as leased local and long distance telephone facilities. BitBeam is designed to take advantage of the shift from the current voice-telephone architecture (circuit-switched design) to the more efficient, low cost data communications network architecture (packet-switched design). WorkNet believes that its wireless solution for the local loop will complement the incumbent and competitive local exchange carriers' long

distance and local packet-switched networks, offering customers a high-quality, low-cost, end-to-end packet network, with substantial cost savings over conventional wire circuits.

WorkNet's BitBeam system is a wireless point-to-multipoint broadband network that allows high-speed communications between a single central base station and customer building antennas throughout a 40-mile diameter metropolitan area. The Company believes that a large portion of its target market of small and medium-sized businesses are located in large office buildings. In each building, the Company will install a small equipment cabinet housing its proprietary but inexpensive electronics package. This equipment connects at one end to the customers in that building and at the other end to an unobtrusive, 10-inch square roof-mounted plate antenna. A single antenna is sufficient to deliver all the bandwidth needs of an average-size building. All of the customer/building antennas in a metropolitan area point back to and exchange data with the Company's local central Point-of-Presence ("POP"), which consists of a small array of similar antennae mounted on a tall building or tower. WorkNet will provide the dedicated connection from the customer to the BitBeam POP and lease high capacity circuits to connect the BitBeam POP to wholesale providers of local, long distance, and other telecommunications services. Through its network design, WorkNet is able to bypass existing telephone company systems to offer an inexpensive, but reliable, alternative broadband telecommunications network.

WorkNet intends to offer interexchange services including, but not limited to, 1+ direct dial message telecommunications service and 800 service.

WorkNet proposes to provide resold and facilities-based local exchange and resold interexchange services throughout entire State of Tennessee and, therefore, seeks statewide

authority. Initially, the geographic area to be served by the Applicant is identical to the entire area of the existing BellSouth Telecommunications, Inc., and the exchange area of any other local exchange carrier ("LEC") that is not now, or ceases to be, subject to competitive protection as a small or rural LEC pursuant to 48 U.S.C. § 251(f). However, Applicant seeks statewide authority so that it may expand into other service areas as market conditions warrant.

8. Compliance with Basic Obligations and Responsibilities (§ 1220-4-8-.04(3)(b))

In compliance with the Authority's rules, at the time it offers voice services, WorkNet shall either directly or through other arrangements, provide the emergency, directory, blocking, support, interconnection and other services mandated by the Authority.

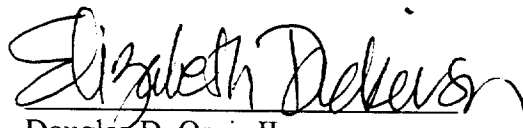
9. Tariffs (§ 1220-4-8-.07(1)(a))

Applicant has attached hereto as Exhibit F its intrastate end user tariff.

III. CONCLUSION

WHEREFORE, WorkNet Communications Inc. requests that the Tennessee Regulatory Authority approve its Application for a Certificate of Public Convenience and Necessity to Provide Facilities-Based Local Exchange and Interexchange Telecommunications Services throughout the State of Tennessee.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Elizabeth Dickerson".

Douglas D. Orvis II

Elizabeth Dickerson

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K St., NW, Suite 300

Washington, DC 20007-5116

(202) 424-7500 (Telephone)

(202) 424-7643 (Facsimile)

Counsel for WorkNet Communications Inc.

Dated: November 30, 1999

308694

EXHIBITS

Exhibit A	Small and Minority-Owned Telecommunications Plan
Exhibit B	Financial Information (Filed Under Seal)
Exhibit C	Managerial and Technical Experience
Exhibit D	Articles of Incorporation
Exhibit E	Certificate of Authority to Transact Business in Tennessee
Exhibit F	Intrastate End User Tariff

EXHIBIT A

Small and Minority-Owned Telecommunications Plan

SMALL AND MINORITY OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN OF WORKNET COMMUNICATIONS INC.

Policy Statement

WorkNet Communications Inc. ("WorkNet") acknowledges the importance of supporting the participation of small and minority owned telecommunications businesses in the telecommunications industry and the overall general business participation in the Tennessee telecommunications business operations. It is the policy of WorkNet to provide small and minority owned telecommunications businesses an opportunity to compete for contracts and subcontracts for goods and services to WorkNet. WorkNet is committed to the identification and selection of qualified small and minority owned telecommunications businesses in this respect.

Further, with respect to its Tennessee business operations, it is the policy of WorkNet to provide information on programs, if any, to provide technical assistance to small and minority owned telecommunications businesses when and where available in Tennessee.

WorkNet acknowledges its obligation to contribute its share to the fund established by the Department of Economic and Community Development in accordance with Section 16 of Chapter 408 of the Public Acts of 1995 (the "Act") for the purpose of funding the Small and Minority Owned Telecommunications Business Assistance Program, which provides for loan guarantees, education services, and technical assistance and services.

Definitions

"Act" - Section 16 and 17 of Chapter 408 of the Public Acts of 1995.

"WorkNet Communications Inc." or "WorkNet," a Missouri corporation with administrative offices located at 7777 Bonhomme Avenue, Suite 2000, St. Louis, MO 63105, and telephone number (314) 729-7950.

"Minority Owned Telecommunications Business" - a telecommunications business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and the daily operations of such business, and who is impeded from normal entry into economic mainstream because of race, religion, sex or national origin and such business has an annual gross receipts of less than four million dollars (\$4,000,000), or as otherwise modified or amended in the future by the legislature for the State of Tennessee:

- 1) "Personally Manages" in this context shall mean actively involved in the day-to-day management.
- 2) "Controls" in this context shall mean exercising the power to make policy decisions.

- 3) “Who is impeded from normal entry” in this context shall mean individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their qualities as individuals and as provided in the regulation implementing Section B(a) and 7(j) of the Small Business Act, as amended by the Business Opportunity Development Reform Act of 1988, and Business Opportunity Development Reform Act Technical Corrections Act, (15 U.S.C. 67(a) and 636(j)), as amended by Pub. L. 100-656 and Pub. L. 101-37.

“Small Telecommunications Business” - A telecommunications company with annual gross receipts of less than four million dollars (\$4,000,000), or as otherwise modified or amended in the future by the legislature for the State of Tennessee.

“Subcontract” - Any agreement (other than one involving an employer-employee relationship) entered into by WorkNet with a non-affiliated company or individual calling for the direct or indirect purchase of raw materials, components, supplies and services needed to support WorkNet’s operations.

Goals

The goals of WorkNet’s Small and Minority Owned Telecommunications Business Participation Plan (“Plan”) is to identify small and minority owned telecommunications businesses that are qualified to provide goods and services and to promote awareness among these businesses of the opportunities to develop business relationships with WorkNet.

Plan Implementation

When appropriate, WorkNet will invite bids, issue reports for proposals, or otherwise solicit offers from small and minority owned telecommunications businesses, except in the case of emergencies, or in cases where WorkNet is bound by contract to purchase goods and services from other sources, to furnish specified goods or services to WorkNet in furtherance of its Tennessee operations.

Plan Administration

In conducting its business affairs in Tennessee, WorkNet will appoint one of its employees as the Administrator of the Plan. The Administrator will be responsible for obtaining and utilizing available resources for identifying small telecommunications business and minority owned telecommunications businesses interested and qualified in furnishing goods and services to WorkNet and to cultivate an awareness among such businesses as to any opportunities to develop business relations with WorkNet. The Administrator will also serve as resource for technical assistance to small telecommunications businesses and minority owned telecommunications business and will refer such businesses to sources of information and other technical assistance.

Plan Administrator

The initial administration of this Plan will be under the direction of (hereinafter called the "Administrator"):

Michelle Wright
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, MO 63105
(314) 729-7950

The duties of the Administrator are, among other things:

1. To develop policies and procedures to assure success of the Plan.
2. To maintain a current Plan acceptable to the Tennessee Regulatory Authority.
3. To conduct certification surveys as to the status of suppliers.
4. To establish and maintain a database and records in support of the Plan pursuant to the requirements of the Tennessee Regulatory Authority.
5. To search diligently for qualified small and minority owned telecommunications businesses and concerns through:
 1. The Small Business Administration's Procurement Automated Source System (PASS), and publications of the Office of Minority Business Data Center in the Department of Commerce and the Office of Minority Small Business and Capital Ownership Development in the Small Business Administration.
 2. Local and national associations and Minority Supplier Development councils.
 3. Participation in trade fairs and industry meetings.
 4. Advertisement in industry and local publications.
6. To prepare and submit such forms and information as may be required by the Tennessee Regulatory Authority.
7. Maintain liaison and cooperation with the Tennessee Regulatory Authority, and other agencies of the State of Tennessee to find and utilize qualified business concerns defined herein.

8. To support activities for assisting buyers in locating and qualifying the business concerns defined herein.
9. To provide required records and reports and cooperate in any authorized surveys by the Tennessee Regulatory Authority.

Compliance Reports

WorkNet will submit reports, as may be required, for use in connection with subcontracting plans by the Tennessee Regulatory Authority and/or the State of Tennessee. WorkNet will cooperate fully with all reasonable and appropriate surveys or studies required by the contracting agency in determining program compliance. However, WorkNet reserves the right to designate documents, reports, surveys and/or studies as "confidential" or "proprietary."

Record Maintenance

WorkNet will maintain records relating to WorkNet's Small and Minority Owned Telecommunications Business Participation Plan for the purpose of evidencing the implementation of this policy, for use by WorkNet in evaluating the effectiveness of the Plan and in obtaining the goals of the Plan, and for use in updating the Plan on an annual basis with the Tennessee Regulatory Authority, or as otherwise required.

ADOPTED THIS 18 day of November, 1999.

WorkNet Communications Inc.

By: _____

EXHIBIT B

Financial Information

(Filed Under Seal)

EXHIBIT C

Managerial and Technical Experience

Biographies of Key Management Personnel

The Company's strategic focus is to recruit, retain and incentivize a cadre of experienced executives with successful track records in the datacom and telecom industries and with proven success in implementing regional/local market entry plans. The Company's senior managers have over 100 years of collective experience in telecommunications, wireless communications systems architecture, design and engineering, data communications protocols and computer networking.

- **Sanjay Jain, Chairman**, co-founded the Company and was President and CEO from its inception to June 1998. Although Mr. Jain is relatively new to the telecommunications field, he has extensive experience in business and finance. Prior to 1998, Mr. Jain was Managing Director of Battery Capital Inc., a private investment firm, and, since 1992, has held various executive positions at several startup companies in connection therewith, including CFO of MedPower Inc., a New York-based healthcare systems design company; CEO of Bookline.com, a Princeton-based pioneer in Internet book selling; and CFO of BAM! Software Inc., a New York-based CD-ROM and digital effects publishing company (all three of which were subsequently purchased by other companies). Prior to 1992, Mr. Jain was a senior attorney in the Mergers & Acquisitions/Corporate Finance groups at Skadden, Arps, Slate, Meagher & Flom in New York City. Mr. Jain holds an A.B. from Harvard University and a J.D. from Stanford University. He is a director of Boundary Information Group Inc. (Denver) and 2Market Networks Inc. (San Francisco), and is a member of the New York, California and Missouri Bars.
- **Ken Harrington, President and CEO**, has over 25 years of experience in the communications and computer industry. Most recently, he has served as President of The Bayberry Group Inc., a management consulting firm that specializes in the CLEC and telecommunications industry. Under Mr. Harrington, since 1996, The Bayberry Group has been involved in helping new market entrants raise over \$750 million in capital market and acquisition-related financings. Prior to founding The Bayberry Group, Mr. Harrington served as the Vice President of Consolidated Communications (now part of McLeod USA), a \$250 million long distance and competitive local exchange company based in the Midwest. He has also worked with Booz, Allen & Hamilton; Unisys; Nynex and several large telecommunications service and equipment manufacturers. He has a M.B.A. from Wharton and a B.S. in Business Administration from the University of Vermont.
- **Michael Smith, President of Greater Missouri Region**, was formerly General Manager for Consolidated Communications/McLeod USA. He has 10 years of experience in the telecommunications industry and demonstrated success in developing and implementing regional/local market entry plans. Mr. Smith has been responsible for sales of Internet, long

distance and local services to business customers in Missouri, Illinois, Kansas and other selected geographic areas. He successfully launched Consolidated Communications' competitive local service and long distance service offerings in Central Illinois. Mr. Smith has a B.A. from St. Louis University.

- **Michelle Wright, Vice President of Finance and Controller**, has over 10 years of telecommunications experience in the finance, billing and systems and recently served as network and field operations controller for Concentric Networks. Ms. Wright's responsibilities included budgeting and financial reporting for the nationwide network that had 40,000 ports and 160 POPs. Prior to that, she led the integrated billing and finance operations for Consolidated Communications.
- **Mary Louise Helbig, Vice President of Market Expansion**, was formerly Vice President-Information Technologies and Systems for Consolidated Communications/McLeod USA. She has over 10 years of telecommunications industry experience, with 8 years focused in the cellular and wireless arena. She has successfully led the rapid multi-city rollout of cellular offerings in the Midwestern U.S. and the Caribbean. Additionally, Ms. Helbig has experience in new ventures and mergers & acquisitions, most notably as a team member managing the \$525 million sale of Cybertel Corp. to Ameritech. She has an M.B.A. from Washington University and a B.A. from St. Louis University.
- **Edwin T. Horton, Vice President of Development**, has many years experience in the telecommunications industry. He is a co-founder of the Company and is also the founder of Navigation Corporation, an internationally-recognized firm which designs and develops a wide range of leading-edge wireless communications technologies and which developed the Company's BitBeam wireless technology. Prior thereto, Mr. Horton was President of Satellite Technology Services, Inc., a designer and major manufacturer of consumer satellite receivers for the C-Band DBS market and of avionics products for the general aviation market. Mr. Horton was also President of Gateway Telephone, a joint venture with Sampo Corporation of Taiwan which designed and manufactured handheld cellular telephones. Mr. Horton holds a B.S.E.E. from Auburn University with graduate work in Business from Florida Institute of Technology. He is the author or co-author of six (6) U.S. and foreign patents in the fields of encrypted satellite distribution systems, RF circuit design and satellite positioning systems.
- **Leo F. Kutz, Jr., Vice President of Engineering and Operations**, was formerly Director of Engineering for McLeod USA, where he managed a staff of 65 engineers and a capital budget of \$130M. Prior to that, Mr. Kutz served in various managerial and engineering roles at A.G. Edwards and Sons, Consolidated Communications, LDX NET and the Union Pacific Railroad. He has over 16 years of telecommunications engineering experience and is a member of the Institute of Electrical and Electronic Engineers. He has an MA in Telecommunications Management from Webster University and a BSEET from Southwest Missouri State University.

- **John Clark, Vice President, Indiana/Ohio**, was formally Regional Vice President for Centennial communication and has over 25 years of experience in the wireless industry. At Centennial, he was responsible for the company's wireless operations, including sales, customer service, technical operations and administration, in Indiana, Ohio and Michigan.. while at Centennial he successfully transitioned six independent cellular companies into the Centennial organization. Mr. Clark has also been instrumental in the management of four startup companies. Mr. Clark has a Bachelor of Business Administration from Kent State University.
- **Stephen Ulman, General Manager - Missouri**, was formerly Sales Manager for AT&T where he was responsible for the development of the sales organization for AT&T's launch of wireless services in the St. Louis market. In addition to AT&T, Mr. Ulman has over 8 years of sales and operations experience in the telecommunications industry including Sales and Sales Management with NEXTEL Communications during its new market launch into St. Louis and operations management at DELTON Corporation. His experience includes, voice, data, and wireless services, with a successful track record in developing and implementing new market entry strategies. Mr. Ulman has a BS from the University of Missouri - Columbia.

Board of Directors. The Company's Board of Directors has a total of eight seats, two of which are held by Messrs. Harrington and Jain, and six of which are held as follows:

- **Gerald R. Walsh**, is a co-founder of the Company and was Chairman until 1998. Prior to that, Mr. Walsh was President of NextWave Communications Corporation, a designer and marketer of consumer satellite receivers. From December 1989 to September 1994, Mr. Walsh was President of STS Enterprises Inc. and Satellite Service Company, a satellite design and manufacturing company. Prior thereto, Mr. Walsh was CFO and then COO of Satellite Technology Services, Inc., a designer and manufacturer of cellular, avionics and satellite equipment, and previous to that held various financial and accounting positions at Mallinckrodt, Inc. He holds a B.S. from Duke University and an M.B.A. from Washington University.
- **Christopher Dorr** was most recently President and a principal shareholder of Industrial Chemical Alternatives, Inc. (a hazardous waste disposal firm) since 1992. He also serves on the boards of directors of The Malt-O-Meal Company (a Minneapolis-based cereal company); Intek Weatherseal Products Inc. (a Minnesota-based plastic extrusion company), and Karl Bissinger's French Confections, Inc. (a St. Louis-based confection company). He holds a B.S.B.A. from Rockhurst College.
- **David Wells** has been, since 1998, Vice President of Development at Alltype Fire Protection Company in St. Louis—a super-regional company that sells and services fire safety products and equipment. Prior to that and since 1990, Mr. Wells was a Manager at Arthur Andersen LLP in New York city, where he specialized in financial due diligence in connection with

significant corporate transactions and restructuring. Mr. Wells holds a BS in Economics from Trinity College and an MS from New York University.

- **Thomas R. Martin** is a Vice-President in the Corporate Services group at Colliers Turley Martin (the largest full-service commercial real estate firm in Missouri), where he has held various positions since 1991. Mr. Martin holds a B.F.A. from Lawrence Conservatory of Music and an M.B.A. from Washington University.
- **Daniel J. Lauer** is the creator of the Waterbabies Doll® and the founder and President of Lauer Toys Inc., its licensor. An active venture capitalist, public speaker and entrepreneurial advisor, Mr. Lauer is also President of the Young Entrepreneurs Organization (YEO), past President and Director of the Missouri Venture Forum and past President of the UMSL Alumni Board, and has been profiled in numerous national magazines. Mr. Lauer holds a B.Sc. in Business Administration from UMSL.
- **Charles Ruprecht.** Mr. Ruprecht has been active as a consultant and management advisor to numerous privately-owned companies since 1978. From 1973 to 1978, he was a director of Commerce Bancshares. From 1970 to 1973, he became Executive Vice President of Pet Milk Company as a result of the acquisition of Hussmann Refrigerator Company, of which he was President from 1965 to 1970. For the twenty years prior thereto, Mr. Ruprecht held various positions in various industrial and manufacturing companies. Mr. Ruprecht holds a B.E. from Yale University.

EXHIBIT D

Articles of Incorporation

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "WORKNET COMMUNICATIONS INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF OCTOBER, A.D. 1996, AT 9 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE SUSSEX COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Secretary of State

2659333 8100

960308505

AUTHENTICATION: 8164564

DATE: 10-28-96

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

WORKNET COMMUNICATIONS INC.

WORKNET COMMUNICATIONS INC. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify as follows:

I. That its Certificate of Incorporation, filed with the Secretary of State of Delaware on September 4, 1996, is hereby amended and restated in its entirety to read as follows:

FIRST: Name: The name of the corporation is WORKNET COMMUNICATIONS INC.

SECOND: Registered Office: The registered office of the Corporation is to be located at 25 Greystone Manor, Lewes, Delaware 19958-9776, County of Sussex. The name of its registered agent is Harvard Business Services, Inc.

THIRD: Purposes: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: Capitalization: The total number of shares of capital stock the Corporation shall have the authority to issue shall be 2,000,000 shares of Common Stock, par value \$.01 per share.

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions in respect of each class of capital stock of the Corporation.

A. COMMON STOCK.

1. Voting. The holders of Common Stock are entitled to one vote for each share held at all meetings of stockholders (and written actions in lieu of meetings). There shall be no cumulative voting.

2. Dividends. Dividends shall be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors.

3. Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, all of the assets of the Corporation available for distribution to its stockholders shall be distributed ratably among the holders of the Common Stock, subject to any preferential rights of any then outstanding securities of the Corporation.

FIFTH: Indemnity: The Corporation shall, to the fullest extent legally permissible, indemnify (fully or, if not possible, partially) each of its directors and officers, and persons who serve at its request as directors or officers of another organization in which it owns shares or of which it is a creditor, against all liabilities (including expenses) imposed upon or reasonably incurred by him in connection with any action, suit or other proceeding, civil or criminal (including investigations, audits, the activities of, or service upon special committees of the board) in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his acts or omissions as such director or officer, unless in any proceeding he shall be finally adjudged not to have acted in good faith in the reasonable belief that his action was in the best interest of the Corporation; provided, however, that such indemnification shall not cover liabilities in connection with any matter which shall be disposed of through a compromise payment by such director or officer, pursuant to a consent decree or otherwise, unless such compromise shall be approved as in the best interest of the Corporation, after notice that it involved such indemnification, (a) by a vote of the directors in which no interested director participates, or (b) by a vote or the written approval of the holders of a majority of the outstanding stock at the time

having the right to vote for directors, not counting as outstanding any stock owned by any interested director or officer. Such indemnification may include payment by the Corporation of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he shall be adjudicated to be not entitled to indemnification under these provisions. The rights of indemnification hereby provided shall not be exclusive of or affect other rights to which any director or officer may be entitled. As used in this paragraph, the terms "director" and "officer" include their respective heirs, executors and administrators, and an "interested" director or officer is one against whom as such the proceedings in question or another proceeding on the same or similar grounds is then pending.

Indemnification of employees and other agents of the Corporation (including persons who serve at its request as employees or other agents of another organization in which it owns shares or of which it is a creditor) may be provided by the Corporation to whatever extent shall be authorized by the directors before or after the occurrence of any event as to or in consequence of which indemnification may be sought. Any indemnification to which a person is entitled under these provisions may be provided although the person to be indemnified is no longer a director, officer, employee or agent of the Corporation or of such other organization. It is the intent of these provisions to indemnify director and officers to the fullest extent not specifically prohibited by law, including indemnification against claims brought derivatively, in the name of the Corporation, and that such directors and officers need not exhaust any other remedies.

SIXTH: Meetings; Elections: Meetings of the stockholders may be held within or without the State of Delaware, as the Bylaws may provide. Subject to the provisions of any law or regulation, the books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation. The election of directors need not be by written ballot unless the Bylaws so provide.

SEVENTH: Bylaws: The board of directors of the Corporation is authorized and empowered from time to time in its discretion to make, alter, amend or repeal Bylaws of the Corporation, except as such power may be restricted or limited by the General Corporation Law.

EIGHTH: Compromise or Arrangement: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provision of Section 291 of the General Corporation Law, or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under Section 279 of the General Corporation Law, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of the Corporation, as the case may be, and also on the Corporation.

NINTH: Exculpation: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for any breach of the director's Duty of Loyalty (as herein defined) to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. For purposes of this provision, Duty of Loyalty means, and only means, the duty not to profit personally at the expense of the Corporation and does not include

conduct, whether deemed violation of fiduciary duty or otherwise, which does not involve personal monetary profit.

TENTH: Reservation of Amendment Power: Subject to the limitations set forth herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

ELEVENTH: Management: Except as otherwise required by law, by the Certificate of Incorporation or by the Bylaws of the Corporation, as from time to time amended, the business of the Corporation shall be managed by its board of directors, which shall have and may exercise all the powers of the Corporation. The board of directors of the Corporation is hereby specifically authorized and empowered from time to time in its discretion to determine the extent, if any, to which and the time and place at which, and the conditions under which any stockholder of the Corporation may examine books and records of the Corporation, other than the books and records now or hereafter required by statute to be kept open for inspection of stockholders of the Corporation.

TWELFTH: Liquidation: Any vote or votes authorizing liquidation of the Corporation or proceedings for its dissolution may provide, subject to the rights of creditors and rights expressly provided for particular classes or series of stock, for the distribution pro rata among the stockholders of the Corporation of the assets of the Corporation, wholly or in part in kind, whether such assets be in cash or other property, and may authorize the board of directors of the Corporation to determine the value of the different assets of the Corporation for the purpose of such liquidation and may authorize the board of directors of the Corporation to divide such assets or any part thereof among the stockholders of the Corporation, in such manner that every stockholder will receive a proportionate amount in value (determined as aforesaid) of cash or property of the Corporation upon such liquidation or dissolution even though each stockholder may not receive a strictly proportionate part of each such asset.

THIRTEENTH: Purchase of Shares: The Corporation may purchase directly or indirectly its own shares to the extent the money or other property paid or the indebtedness issued therefore does not (i) render the Corporation unable to pay its debts as they become due in the usual course of business or (ii) exceed the surplus of the Corporation, as defined in the General Corporation Law. Notwithstanding the limitations contained in the preceding sentence, the Corporation may purchase any of its own shares for the following purposes, provided that the net assets of the Corporation, as defined in the General Corporation Law, are not less than the amount of money or other property paid or the indebtedness issued therefor: (i) to eliminate fractional shares; (ii) to collect or compromise indebtedness owed by or to the Corporation; (iii) to pay dissenting shareholders entitled to payment for their shares under the General Corporation Law; and (iv) to effect the purchase or redemption of redeemable shares in accordance with the General Corporation Law.

FOURTEENTH: Governance Provisions

A. **Supermajority Approval to Enact Fundamental Corporate Changes:** Notwithstanding any other provision of this Certificate of Incorporation, the affirmative vote of the holders of at least 80 percent of the outstanding shares of capital stock of the Corporation entitled to vote shall be required to approve: (1) any sale, lease or exchange of all or substantially all of the property and assets of the Corporation, including its goodwill and its corporate franchises; (2) any action taken to dissolve the Corporation; (3) any merger or consolidation of the Corporation with any other corporation, joint-stock or other association, trust or enterprise; (4) the removal of a director other than for cause; or (5) the amendment, change, elimination or repeal of Article Fourteenth of this Certificate of Incorporation.

FIFTEENTH: Section 203 Opt Out

The Corporation hereby elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware as from time to time in effect or any successor provision thereto

The above Amended and Restated Certificate of Incorporation, herein certified, has been duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by its President this fourth day of September, 1996.

WorkNet Communications Inc.



Sanjay K. Jain, President and Secretary

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WORKNET COMMUNICATIONS

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US\$6.00
DCC. SURCHARGE PAID

EXHIBIT E

Certificate of Authority to Transact Business in Tennessee

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR

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FILED
SECRETARY OF STATE

WorkNet Communications Inc.

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is WorkNet Communications Inc.

If different, the name under which the certificate of authority is to be obtained is _____

[NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under an assumed corporate name, an application must be filed pursuant to Section 48-14-101(d).]

2. The state or country under whose law it is incorporated is Delaware

3. The date of its incorporation is September 4, 1996 (must be month, day, and year), and the period of duration, if other than perpetual, is _____

4. The complete street address (including zip code) of its principal office is _____

7777 Bonhomme Ave., Suite 2000, St. Louis, Missouri 63105

Street	City	State/Country	Zip Code
--------	------	---------------	----------

5. The complete street address (including the county and the zip code) of its registered office in this state is _____

c/o C T Corporation System, 530 Gay Street, Knoxville, Tennessee, County of Knox 37902

Street	City/State	County	Zip Code
--------	------------	--------	----------

The name of its registered agent at that office is _____

C T Corporation System

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

See attached list of officers

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)

See attached list of directors

8. The corporation is a corporation for profit.

9. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____

N/A, 19 _____ (date), _____ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state of _____]

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SECRETARY OF STATE
Rider to Foreign Corporation Annual Report for the State of Tennessee
for

99 JUN -4 AM 11:32

WorkNET Communications, Inc.

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SECRETARY OF STATE

Officer List

Office/Title	Name
President & CEO,	Ken Harrington 37 Glen Eagles Drive St. Louis, MO 63124
Secretary	Sanjay Jain 25 Portland Place St Louis, MO 63108
Vice President, Treasurer, & CFO	Robert McCormick 644 Vasser Ave. St. Louis, MO 63130
Vice President	Michael Smith 2 Powder Creek Belleville, IL 62226

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WorkNET Communications, Inc.

RILEY J. BELL
SECRETARY OF STATE

Director List

Ken Harrington
37 Glen Eagles Drive
St. Louis, MO 63124

Sanjay Jain
25 Portland Place
St Louis, MO 63108

Charles Ruprecht
3 Clermont Lane
St. Louis, MO 63124

Gerald R. Walsh
49 Clermont Lane
St. Louis, MO 63124

Taby Martin
21 Willow Hill
St. Louis, MO 63124

Daniel J. Lauer
Lauer Toys Inc.,
8008 Carondolet Ave, Suite 313
St. Louis, MO 63105

Ed Horton
Navigation Corporation
527 Spirit of St. Louis Blvd
Chesterfield, MO 63005

Christopher Dorr
9804 Manchester Road
St. Louis, MO 63119

Tony Koester
414 Briergreen
St. Louis, MO 63141

EXHIBIT F

Intrastate End User Tariff

WORKNET COMMUNICATIONS INC.
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO END USER TELECOMMUNICATIONS
SERVICES WITHIN THE STATE OF TENNESSEE

This tariff applies to the End User Telecommunications Services furnished by WorkNet Communications Inc. ("Company") between one or more points in the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the Company's principal place of business, 7777 Bonhomme Avenue, Suite 2000, St. Louis, Missouri 63105.

Issued:

Effective:

By: Mr. Sanjay K. Jain, Chairman
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105

CHECK SHEET

The Pages of this tariff are effective as of the date shown. The original and revised Pages named below contain all changes from the original tariff and are in effect on the date shown.

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EXPLANATION OF SYMBOLS

A revision of a Tariff Page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the Page, are used to signify:

C - Change in Regulation

D - Discontinued rate or regulation

I - Increased rate

M - Moved from another tariff location

N - New rate or regulation

R - Reduction in a rate or charge

T - Changed in text but no change in rate or regulation

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St. Louis, Missouri 63105

EXPLANATION OF TERMS

Agent- A person, firm, company, corporation, or other entity who is authorized to distribute Calling Cards to Customers or Users on the Company's behalf.

Application for Service - Refers to Carrier's order form which includes all pertinent technical, billing and other information which will enable WorkNet to provide service.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Company to identify the origin of the service User so it may rate and bill the call. All authorization codes shall be the sole property of Company and no subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm, corporation, or other entity authorized by the Customer to receive or send communications.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Bandwidth - The difference, expressed in Hertz, between the highest and lowest frequencies of a band constituting a channel or circuit.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel or Circuit - A transmission path or paths between two or more points having a bandwidth or transmission speed suitable to render service to a Customer.

Commission - Refers to the Tennessee Regulatory Authority.

Common Carrier - A company or entity providing telecommunications services to the public.

Company, Carrier or WorkNet - Refers to WorkNet Communications Inc.

Customer - The term "Customer" denotes the person, partnership, association, joint stock Company, trust, corporation, or governmental entity or any other entity, that is responsible for payment of charges and for compliance with this tariff. A "Carrier Customer" is a Customer which is a Common Carrier (as defined hereinabove).

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St. Louis, Missouri 63105

EXPLANATION OF TERMS (Cont'd)

Customer-Provided Facilities - The term "Customer-Provided Facilities" denotes all communications facilities provided by the customer and/or authorized user other than those provided by Company.

Data - Any representation such as characters (digital or analog quantities) to which meaning is assigned.

Dedicated Access - Dedicated access denotes outbound long distance traffic delivered to a Company Point of Presence ("POP") via dedicated facilities and terminated over the Company network.

Direct Dialed Call - The term "Direct Dialed Call" denotes a telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area (LATA).

Hertz - Cycles per second.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Installation - The connection of a circuit, dedicated access line, or port for a new, change of, or additional service.

Kbps - Kilobits per second.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Carrier (LEC) - The term "Local Exchange Carrier" denotes any telephone company that has been granted a Certificate of Public Convenience and Necessity by a State Commission which provides local telephone service to Customers within a defined exchange.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

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WorkNet Communications Inc.
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St. Louis, Missouri 63105

EXPLANATION OF TERMS (Cont'd)

Month - A month is considered to consist of thirty (30) days.

Order Cancellation - A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.

Physical Change - The modification of an existing circuit, dedicated access line or port at the request of a Customer and requiring some physical change or re-termination.

Points of Presence - The term "Points of Presence" denotes the sites where Company provides a network interface with facilities provided by other Common Carriers, Local Exchange Carriers or Customers for access to the local area network.

Premises - The space designated by a Customer at its, or its authorized user's, place or places of business for termination of WorkNet service whether for the Customer's or its authorized user's communications needs.

Service - All telecommunications services provided pursuant to this tariff.

Service Point - The location or locations where the Company's equipment is interconnected with the facilities provided.

Subscriber/Customer - The person or legal entity which enters into arrangements for Company's telecommunications services and is responsible for payment of Company's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Terminal Equipment - Devices, apparatus and their associated wiring such as teleprinters, telephone handsets or data sets.

Transmission Speed - Data transmission speed or rate in bits per second (bps).

User - The person(s) utilizing Company's services.

Voice Grade - A communications path between two or more points comprised of any form or configuration of physical plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated telephone signals within the bandwidth of approximately 300 to 3400 Hertz.

Zero Mile Circuit - A circuit between 0 miles and 3/4 of a mile in length.

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WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105

Section 1 - APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to switched services provided by WorkNet Communications Inc., as follows:

The furnishing of interexchange intrastate end-user communications services to customers within the State of Tennessee.

1.1.1 Service Territory

WorkNet Communications Inc. will provide service within the State of Tennessee.

1.1.2 Availability

Service is available where facilities permit.

Only those services for which rates are provided are currently available.

Issued:

Effective:

**By: Mr. Sanjay K. Jain, Chairman
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105**

Section 2 - GENERAL RULES AND REGULATIONS**2.1 USE OF FACILITIES AND SERVICE****2.1.1 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Tennessee.

- a. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- b. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

Issued:**Effective:**

By: Mr. Sanjay K. Jain, Chairman
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.1 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Issued:

Effective:

**By: Mr. Sanjay K. Jain, Chairman
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105**

Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability

2.1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.2.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

- 2.1.2.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.1.2.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.2.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

- 2.1.2.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.1.2.7 The Company is not liable for any claims for loss or damages involving:
- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - (b) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 - (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - (d) Any act or omission in connection with the provision of 911, E911 or similar services;
 - (e) Any noncompletion of calls due to network busy conditions.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.8 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (a) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.8 (Cont'd)

- (b) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- (d) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.2 Limitations on Liability (Cont'd)**

2.1.2.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.2.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.2.11 Year 2000 Readiness Disclosure

The Company will operate as specified in these and other applicable tariffs during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 (Y2K) defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1. a local exchange carrier;
2. customer premise equipment; or
3. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.3 Use of Service**

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 Directory Errors (Cont'd)

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

1. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
2. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
3. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 Directory Errors (Cont'd)

4. Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
5. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
6. Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

2.1.6 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.2 MINIMUM PERIOD OF SERVICE**

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED****2.3.1 Responsibility for All Charges**

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Authority pertaining to customer deposits.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.2 Deposits (Cont'd)

a. Interest on Deposits

Simple interest at the rate specified by the Authority shall be credited or paid to the customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)****2.3.3 Payment of Charges**

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)****2.3.4 Return Check Charge**

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2.3.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of Tennessee. These agencies are required to make payment in accordance with applicable state law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)****2.3.6 Customer Overpayments**

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Authority regulated service involving a customer premise visit.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.5 ACCESS TO CUSTOMER'S PREMISES**

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.6 TELEPHONE SURCHARGES/TAXES**2.6.1 General**

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.7 [RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.8 SUSPENSION OR TERMINATION OF SERVICE****2.8.1 Suspension or Termination for Nonpayment**

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least 8 days after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for services which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Authority's Rules and Regulations.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of back-billed amounts as outlined in 2.11.12.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Authority, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.8.4 Termination For Cause Other Than Nonpayment****a. General**

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.10.7 regarding Deferred Payment Agreements.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Rates

- a. Business rates as described in this Tariff apply to service furnished:
 - 1. In office buildings, stores, factories and all other places of a business nature;
 - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - 3. At any location when the listing or public advertising indicates a business or a profession;
 - 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - 5. At any location where the customer resells or shares exchange service;
- b. Public Access Line service is classified as business service regardless of the location.
- c. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.9.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.11 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.9.3 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.9.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.10.1 Application of Rates

Residential rates as described in this Tariff apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.10.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to any telephone number assigned to a customer for local service. The customer may order a Customized Number where facilities permit.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.3 Deposits

a. General

Except as provided in (b) following, the Company may require a deposit, as described in Section 2.3.2 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six-month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.3 Deposits (Cont'd)

b. Customers Exempt from Deposits

1. A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.
2. The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.10.3 Deposits (Cont'd)****c. Recent Payment History**

A customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.10.7 below.)

New deposits from a residential customer is reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after 1 year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.10.4 Installment Billing For Nonrecurring Charges

A residential customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12-month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.4 Installment Billing For Nonrecurring Charges (Cont'd)

Installment billing is subject to the following restrictions:

- a. Installment billing may be used only by residential customers;
- b. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- d. More than one installment plan may be in effect for the same customer at the same time;
- e. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- f. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- g. Installment billing payments will continue even when an account is temporarily suspended;
- h. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.10.5 Adjusted Payment Schedule**

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.10.6 Suspension or Termination for Nonpayment

- a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- b. After issuing the written notification in accordance with the terms of this Tariff, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- c. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Authority may direct that service be reconnected in less than 24 hours.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.10.7 Deferred Payment Agreements**

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Authority. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Authority in writing of the reasons for its belief. The Authority shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.10.8 Dishonored Checks**

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.10.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.10.10 Suspension or Termination - Medical Emergencies

In the event of a medical emergency, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the customer will be able to defer payment of monthly charges up to an amount specified by the Authority until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

2.10.11 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

- a. the customer is known to or identified to the Company as being blind or disabled;
- b. the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.10.12 Backbilling for Residential Customers**

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than twenty-four months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)****2.11.1 Credit for Interruptions**

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - i. If interruption continues for less than 24 hours:
 - a. 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.1 Credit for Interruptions (Cont'd)

- ii. if interruption continues for more than 24 hours:
 - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)****2.11.1 Credit for Interruptions (Cont'd)****e. "Interruption" Defined**

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- e. interruptions of service due to circumstances or causes beyond the control of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION

2.12.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.12.1 Regulations (Cont'd)

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Authority's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Authority receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Authority determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Authority.

2.12.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Authority prosecution of penalty and enforcement proceedings.

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Section 3 - DESCRIPTION OF SERVICES

3.1 RATE SCHEDULES

The regulations set forth in this section govern the application of rates for services as set forth in other sections of this tariff.

3.2 TIMING OF CALLS

The Customer's usage charge is based on call duration, without regard to time of day, day of week or distance called. Calls are timed by the underlying carrier, whose services are resold by the Company in accordance with its own tariff.

- (i) On all calls, chargeable time begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as conversation time, begins).
- (ii) A call is terminated when the calling or called party "hangs up." If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released by the automatic timing equipment in the network.
- (iii) When the Company's services are directly connected to a Customer-provided communications system at the Customer's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer provided communications system.

3.3 CALCULATION OF RATES AND CHARGES

Rates for the Company's intrastate services are usage sensitive but do not vary according to distance called or the time of day or day of week. In addition, a monthly recurring charge may apply. Unless otherwise indicated, rates are identified in this tariff as per minute rates. Unless otherwise indicated herein, all calls are billed in sixty (60) second initial and sixty (60) second additional billing increments. The usage rate is based on an initial period of sixty (60) seconds plus any additional period. Billing will be rounded up to the nearest penny for each call.

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Section 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 CHARGES BASED ON DURATION OF USE

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.4.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.4.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.4.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.4.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.4.5 All times refer to local times.

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Section 3 - DESCRIPTION OF SERVICES (Cont'd)

3.5 RATES BASED ON DISTANCE

Where the charges for service are specified based upon distance, the following rules apply:

- 3.5.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- 3.5.2 The airline mileage between two cities can be calculated by using the Vertical (V) and Horizontal (H) coordinates of the servicing wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

Where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

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Section 3 - DESCRIPTION OF SERVICES (Cont'd)

3.6 INDIVIDUAL CASE BASIS

When Carrier furnishes a facility and/or service to which a rate or charge is not specified in Carrier's tariff, charges will be determined on an Individual Case Basis ("ICB"). Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

3.7 TERMINATION LIABILITY

In the event that the Customer terminates service prior to the expiration of the minimum service period set forth in Section 2.2 (or as otherwise provided for in this tariff) or Carrier terminates service pursuant to Sections 2.8, the Customer shall be liable to Carrier for: the number of months or portion of month remaining within the minimum service period, times the then current monthly charge or pro-rata monthly charge payable on the effective date of Customer termination or Carrier cancellation.

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Section 3 - DESCRIPTION OF SERVICES (Cont'd)**3.8 SERVICE OFFERINGS****3.8.1 1+ Long Distance Telecommunications Service**

Interexchange telecommunications services offered by the Carrier include 1+ Long Distance telecommunications Service and Private Line Service between exchanges within the state. Services are available on a full time basis, 24 hours a day, seven days a week. Calls are placed by dialing "1" and the destination telephone number, including the area code. Services are available only in equal access areas. Calls are billed in one minute increments. The Service is available to both residential and business Customers. There is no minimum monthly usage required.

3.8.2 Local Exchange Service

Local Exchange services offered by the Carrier are restricted to Private Line services utilizing dedicated point-to-point and point to multi-point non-switched service within local calling scopes of incumbent local exchange carriers. Such services do not include access to/from the Public Switched Network and do not include the assignment or routing of telecommunications via the use of telephone numbers; i.e., NPA-NXX-XXXX. In the event the Carrier provides Local Exchange service to/from the Public Switched Network, the Company will file tariffs reflecting the rates, terms and conditions for such services.

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Section 3 - DESCRIPTION OF SERVICES (Cont'd)**3.8 SERVICE OFFERINGS (Cont'd)****3.8.3 Directory Assistance**

The Carrier will provide directory assistance through the use of a third-party vendor of directory assistance services. The Carrier does not offer its own directory assistance service.

- a. Calls from pay telephones.
- b. Requests for telephone numbers of non-published service.
- c. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- d. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 3.8.4 of this Tariff, up to a maximum of 50 requests per month.
- e. Requests from patients in hospitals, skilled nursing homes and convalescent homes which have been properly licensed by the State of Tennessee and which have as their predominant undertaking the surgical, medical and nursing care of the sick and disabled. Such hospitals, skilled nursing homes and convalescent homes shall provide to Company proof of non-profit status as granted by the IRS.

Issued:**Effective:**

**By: Mr. Sanjay K. Jain, Chairman
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105**

Section 3 - DESCRIPTION OF SERVICES (Cont'd)

3.8 SERVICE OFFERINGS (Cont'd)

3.8.4 Certification

Acceptable certifications are:

1. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of Tennessee, or
2. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

Issued:

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Section 4 - RATES AND CHARGES**4.1 BUSINESS NETWORK SERVICES****4.1.1 General**

The Company offers business local exchanges services restricted to Private Line services. These services are offered utilizing dedicated point-to-point and point to multi-point non-switched service within local calling scopes of incumbent local exchange carriers.

4.1.2 Basic Local Exchange Service

Rate Classes include Main Station Lines, PBX Trunks, and Centrex Station Lines.

	<u>Number of Lines</u>	<u>Monthly</u>	<u>Line Rate</u>
Rate Class 1	0-12,000	\$25.70	\$58.50
Rate Class 2	12,001-27,000	\$29.26	\$58.50
Rate Class 3	27,001-85,000	\$31.11	\$58.50
Rate Class 4	85,001-300,000	\$37.10	\$58.50
Rate Class 5	300,001-500,000	\$37.72	\$58.50

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Section 4 - RATES AND CHARGES (Cont'd)**4.2 DIRECTORY ASSISTANCE****4.2.1 General**

The Company offers directory assistance services through the use of a third-party vendor of directory assistance services.

Unless one of the exceptions listed in Section 3.8.3 applies, the charges as shown below apply for each request made to the Directory Assistance operator. The directory assistance charge applies after the call allowance of two calls per line.

4.2.2 Rates

Local, per request	\$ 0.40
Interstate, per request	\$ 0.40

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St. Louis, Missouri 63105**

Section 4 - RATES AND CHARGES (Cont'd)**4.3 1+ LONG DISTANCE TELECOMMUNICATIONS SERVICE****4.3.1 General**

The Company offers two different categories of rates for 1+ Long Distance service: one is available to all members of the general public and the other is available to all members of the general public who also subscribe to the Company's unregulated Internet access service. Additional discounts are available for term commitments.

4.3.2 Basic 1+ Long Distance Telecommunications Service**Rate Per Minute**

24 hours a day, 7 days a week, 365 days a year	\$0.0700
With 1-year Contract	\$0.0650
With 2-year contract	\$0.0600

4.3.3 1+ Long Distance Telecommunications Service for Internet Customers**Rate Per Minute**

With Internet Service	\$0.0650
With Internet and 1-year Contract	\$0.0600
With Internet and 2-year Contract	\$0.0550

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Section 4 - RATES AND CHARGES (Cont'd)**4.4 CALLING CARD SERVICES****4.4.1 General**

Customers issued a valid calling card by Company may place Message Telecommunications Service calls by dialing a toll free number furnished by Company, entering the number to be called, and entering the travel card number and the Customer's personal identification ("PIN") number.

4.4.1 Rates

Calls are billed in six (6) second initial and six (6) second additional billing increments.

**Rate Per
Minute**

24 hours a day, 7 days a week, \$0.10
365 days a year

Surcharge: \$0.75 per call

291801.2**Issued:****Effective:**

**By: Mr. Sanjay K. Jain, Chairman
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105**

VERIFICATION

State of Missouri

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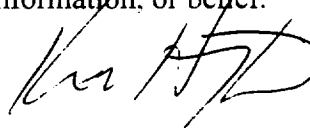
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County of St. Louis

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I, Ken Harrington declare under penalty of perjury that I am President of WorkNet Communications Inc.; that I have read the foregoing application and exhibits; and that the same are true and correct to the best of my knowledge, information, or belief.

By:



Executed this 18th day of November, 1999

Notary: Sandra E. Wilbers
My commission expires: 8-16-02

Sandra E. Wilbers
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires August 16, 2002